

## **PART - B**

### **GENERAL CONDITIONS OF ELECTRICAL CONTRACT**

#### **CHAPTER - I**

#### **DEFINITIONS :**

In these General Conditions of Contract the following terms shall have the meaning hereby assigned to them except where the context otherwise requires :

- (a) The “Contract” means, the documents forming the tender and acceptance thereof together with all the documents referred to there including General and Special Conditions of Contract Schedules. General summary attached to the form of tender, the BHEL schedule of rates as amended up to ..... the specifications and the drawings. All these documents as applicable taken together shall be deemed to form contract and shall be complementary to one another.
- (b) The “Tender Document” means the form of tender the applicable schedules ‘A’, ‘B’ ‘C’ and/ or drawings as given to contractors on payment for the purpose of preparing their tenders.
- © The “Work” means, the work described in the tender documents, in individual work order and/ or accompanying drawings and specifications as may be issued from time to time to the contractor by the Site Coordinator, Resident Engineer, Engineer-in-Charge with the power conferred up to them, including all modified or additional works and on litigation to be carried out either at the site or any factory workshop or other place as required for the performance of the contract.
- (d) The “Site” means the lands and/ or other places on, in, into or through which the work is to be executed under the contract or any adjacent land, path or street which may be allotted to or used for the purpose of carrying out the contract.
- (e) The “Contractor” means, the individual form or company, whether incorporated/ or not, undertaking the work and shall include the legal personnel representatives of such individuals or the persons composing the firm or company or the successors of the firm or company and the permitted assigns of such individual or firm or company.
- (f) The “User” means the end user of the equipment or system. The customer means, M/s BHEL-ISG, I.I.S Post, Prof.C.N.R. Rao Circle, Bangalore 560 012.
- (g) The “Engineer-in-charge” means, the official deputed by Resident Manager to supervise the work or part of the work.
- (h) “Approved and Directed” means the approval or direction of the Site Coordinator, or person deputed by him for the particular purpose.

- (i) BHEL hereinafter referred to as BHEL, shall mean the Board of Directors, Executive Director, General Manager, administrative Officers of the said company including Resident Engineer/ Manager, authorized to invite tenders and enter in to contract for works on behalf of BHEL-ISG, I.I.Sc Post, Prof.C.N.R.Rao Circle, Bangalore 560 012.
- (j) In the case of lump-sum contracts, 'Contractors Percentage' means the percentage offered by the contractors as addition to or deduction from the cost of electrical installation or other works listed in the schedule 'A' to provide a lump-sum quotation for performance of the contract inclusive of all extra cost, profit, establishment charges carriage insurance, etc., complete.
- In case of percentage rate contracts, 'contractor' percentage shall, if the contract so permits, mean the uniform percentage tendered by the contractor and accepted by the accepting officer and the expression 'contract rate' shall likewise mean the rates in the BHEL schedule of rates as amended up to ..... as adjusted by the said contractor's percentage, if any.
- (k) The "Contractor Sum" means the sum accepted or the sum calculated in accordance with the prices accepted in the tender and/ or the contract rates as payable to the contractor for the entire execution and full completion of the work.
- (l) The 'Final Sum' means the actual amount payable under the contract by BHEL to the entire execution and full completion of the work.
- (m) The "Date of Completion" is the date or dates for completion of the whole or any part of the work as set out in or ascertained in accordance with the individual work order or the tender documents or any subsequent agreed amendments thereto.
- (n) A 'Week' means seven days without regard to the number of hours worked or not worked in any day in that week.
- (o) A 'Day' means a day of 24 hours irrespective of the number of hours worked or not in that day.
- (p) A 'Working Day' means any day other than prescribed by negotiable instruments Act as being a holiday and consists of the number of hours of labor as commonly recognized by good employees in the trade in the District where the work is carried out or as laid down in the BHEL Regulations.
- (q) 'Deviation Order' means, an order given by the Engineer-in-charge to effect an alteration, addition or deduction which does not radically affect the scope or nature of the contract.
- ® 'Emergency Works' means any urgent measures which, in the opinion of the Engineer-in-charge, become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
- (s) 'Provisional Sum' or 'Provisional Lump-sum' means a lump-sum included by the BHEL in the tender documents and represents the estimated value of work for which details not available at the time of inviting the tender.

- (t) 'Provisional Items' means, the items for which approximate quantities have been included in the tender documents.
  
- (u) 'Day Work' means, an item of work requiring the employment of labor with or without materials as the same may be, which, in the opinion of the Engineer-in-charge is not capable of being evaluated by the accepted methods of measurement or assessment and is paid on the basis of the actual labor and materials utilized on the particular items of the work referred to.

## CHAPTER - II

### SCOPE OF CONTRACT

**1. HEADING TO THE CONTRACT :**

The heading to these conditions shall not affect interpretation thereof.

**2. CONTRACT DOCUMENTS :**

The accepting officer shall furnish to the contractor on demand 'FREE OF COST' (three copies of signed drawings and one copy of the signed agreement, comprising of preamble to agreement, general and special specifications, schedules etc., at excluding General Conditions of Contracts and drawings) and three copies of all further drawings issued during the progress of work.

However, for any additional copies of all the agreement or drawings required by the contractor, the same will be supplied on payment of the specified cost.

The contractor shall keep one copy of all the drawings and of the specifications at the site and the Engineer-in-charge or his representative shall at all reasonable times have access to them.

**3. WORKS TO BE CARRIED OUT :**

The contractor shall, include all labor, materials, tools, plant, equipment and transport which may be required in preparation for and in the entire execution and full completion of the work. Schedules deemed to have been prepared in accordance with good practice and recognized principles and unless otherwise stated the description given therein shall be held to include waste materials, carriage and cartage, lead, return of empties, hoisting, fitting in position and all labor necessary in and for the entire or any omissions there from shall not vitiate the contract or release the contract or release the contractor from the execution from the whole or any part of the work comprised therein according to the drawings and specifications, or from any of the quantity in schedules or any omission there from shall not vitiate the contract or release the contract from the execution of the whole or any part of the work comprised therein according to the drawings and specifications, from any of his obligations under the contract. The insertion of the name of any firm or supplier in the tender documents is for the purpose of obtaining a particular class or quality of materials or workmanship but the articles of materials specified may be obtained from any other firm subject to the prior written approval of the Engineer-in-charge.

In the case of discrepancy between schedules/ specifications and/ or the drawings the accepting officer shall be sole deciding authority as to which shall prevail and his decision shall be final and conclusive. If neither drawings nor specifications contain any mention of minor details of construction, which in the opinion of the accepting officer whose decision shall be final and conclusive, are reasonable and obviously and fairly intended for the satisfactory completion of work, such details shall be provided by the contractor without any extra cost as if they were specially mentioned and shall be deemed to be included in the contract.

The contractor will be deemed to have satisfied himself as to the nature of the site, local facilities access and all matter affecting the execution and completion of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

**4. PROVISIONAL ITEMS :**

The full amount of provisional lump-sum and the value annexed to each provisional item inserted in the tender documents shall be deducted from the contract sum and the value of sum ordered and executed there under shall be ascertained by measurements or valuations as for deviations.

No work under these items is to begun without instructions in writing from the Engineer-in-charge.

The extent of quantities or items described as 'PROVISIONAL' shall not be held to guarantee or limit the amount and description of the work to be executed by the contractor either in respect of the concerned or the work as a whole.

No addition or deduction shall be made by the contractor to the amount of the provisional lump-sum as included in the tender documents.

**6. DEVIATION :**

The contractor shall not make any alteration or addition to or omission from the work as described in the tender documents except in pursuance of the written instructions of the Engineer-in-charge. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the accepting officer in writing and incorporated in contract.

The accepting officer may deviate, either by way of addition or deduction, from the work so described.

Any objections by the contractor to any matter concerning the order shall be notified by him in writing to the Engineer-in-charge within **seven days** from the date of such order but under no circumstances shall the work be stopped (unless so ordered by the Engineer-in-charge) owing to differences or controversy that may arise from such an objection. In the absence of such a notification of objection by the contractor he will be deemed to have accepted the order and the conditions stated therein. In the event of contractor failing to agree with the Engineer-in-charge regarding the terms of proposed deviation, the objection shall be referred to the Site Coordinator whose decision shall be final conclusive and binding on the contractor.

**7. TIME :**

Time is the essence of the contract and is specified in the tender document or in each individual work order.

As soon as possible after the contract is let or any substantial work order is placed and before work under it is begun, the Engineer-in-charge and the contractor shall agree to a **Time and Progress Chart**. The chart shall be prepared in direct relation to the time stated and/ or the contract or order as a whole. It shall indicate the

forecast of the date for the commencement and completion of the various trade process of sequence of the work and shall be amended as may be required by agreement between the Engineer-in-charge and the contractor within the limitation of the time imposed in the tender documents or order.

In the absence of any specific time and progress chart to be agreed to between the contractor and the Engineer-in-charge, the contractor shall ensure and maintain uninterrupted progress of the work such that the entire work shall be completed within the time imposed in the tender documents or order and that the proportion of work completed up to any time in relation to the entire work to be done under the contractor or order shall not be less than the proportion that the time elapsed bears to the total time of completion provided in the **tender documents or order**.

The contractor shall suspended the execution of the work for any part of parts thereof whenever called upon in writing by the Engineer-in-charge to do so and shall not resume work thereon until so directed in writing by the Engineer-in-charge. The contractor will be allowed an extension of time for completion not less than the period of suspension but no other claim in this respect for compensation or otherwise whatsoever will be admitted. This may also be extended to allow for alteration of work executed by the deviation order.

#### **8. STORES & MATERIALS :**

The contractor shall, at his own expense, supply all stores and materials required for the contract. All stores and materials to be supplied by the contractor shall be of the best kind of as described in the specification and the contractor shall, if required by the Engineer-in-charge, furnish him with proof to his satisfaction that the stores and materials so comply with the specifications.

The contractor shall, at his own expense and without delay, supply samples of stores and materials proposed to be used in execution of the work for the approval of the Engineer-in-charge, who may reject all stores and materials not corresponding either in quality or character to the approved samples.

#### **9. DELAY AND EXTENSION :**

If in the opinion of Site Coordinator or Resident Engineer/Manager/ Engineer-in-charge the work is delayed.

- i. by reason of abnormally bad weather or
- ii. by reason of serious loss or damage by fire or
- iii. by reason of civil commotion, local combination workmen, strike for lock out, affecting any of the trades employed on the work or
- iv. by reason of any other case which in the absolute discretion of Site Coordinator or Resident Engineer/ Manager (RE/RM) of site is (when he is accepting officer of the contract) beyond the contractor's control, then in any such case, the accepting officer, on the recommendation of RE/RM (or higher authority) may make fair and reasonable extension in the completion dates of the individual items work or the contract as a whole. Such extension which will be communicated to the contractor by the RE/RM/Engineer-in-charge in writing shall be final and ending in the contract. No other claim in

these respect for compensation or otherwise howsoever is admissible. Upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the RE/RM but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the RE/RM to proceed with the work.

**10. PATENT RIGHTS :**

The contractor shall fully indemnify BHEL or the agent, servant or employee of BHEL, against any action, claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article/ or part thereof included in the contract.

In the event of any claim being made or action brought against BHEL or any agent or servant or employee of BHEL in respect of any of the matters aforesaid, the contractor shall immediately be notified thereof for taking necessary action provided that payment of indemnity shall not apply when infringement has taken place in complying with the specific directions issued by the BHEL, but the contractor shall pay any royalties payable in respect of any such use.

**11. OCTROI & OTHER DUTIES :**

All charges on account of Octroi, terminal or sales tax and/ or either duties on materials obtained for the work (excluding materials provided by BHEL on payment) shall be borne by the contractor.

**12. ROYALTIES**

Royalties fixed from time to time as per prevalent local rules will be recovered for materials, which the contractor may be allowed to remove from queries situated on land which is in-charge of BHEL authorities.

**13. PLANT AND EQUIPMENT :**

The contractor, shall at his own expenses, supply all tools, plant and equipments (hereinafter referred to as T&P) required for the execution of the contract.

**14. ASSIGNMENT OF TRANSFER OF CONTRACT :**

The contract shall not, without the prior written approval of the accepting officer, assign or transfer the contract or any part thereof or any share of interest therein to any other person. No sum of money which may become payable under the contract shall be payable to any person other than the contractor unless the prior written approval of the accepting officer to the assignment or transfer of such money is given.

**14. SUB-CONTRACT :**

The contractor shall not sub-let any portion of contract without the prior written approval of the accepting officer.

**15. COMPLIANCE TO REGULATIONS LAND BYE-LAWS :**

The contract shall conform to the provisions of any statute relating to the work and regulations and laws of any local authority and of any water and lighting companies of undertakings with whose system the work is proposed to be connected. He shall, before making any variations from the drawings or the specifications that may be necessitated for such connections give the Engineer-in-charge notice, specifying the variations proposed to be made and the reasons thereof and shall not carry out any such variation until he has received instructions from the Engineer-in-charge in respect thereof. The contractor shall be bound to give all notices required by statute regulations of Bye-Law as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

## CHAPTER - III

### PERFORMANCE OF THE CONTRACT

#### 16. SECURITY DEPOSIT AND EARNEST MONEY DEPOSIT

##### EARNEST MONEY DEPOSIT

Works costing up to Rs. 1.0 lakh	Nil
Works costing more than 1.0 lakh & up to 5.0 lakhs	Rs.10,000/-
Works costing more than 5.0 lakhs & up to 10.0 lakhs	Rs. 25,000/-
Works costing more than 10 lakhs & up to 50 lakhs	Rs. 1,00,000/-
Works costing more than 50 lakhs & up to 100 lakhs	Rs. 1,50,000/-
Works costing more than 100 lakhs	Rs. 2,00,000/-

##### SECURITY DEPOSIT

- (i) The amount of security money to be deposited for proper fulfillment of contract will be as follows :
- |     |                                   |   |
|-----|-----------------------------------|---|
| (a) | Up to Rs.10.00 lakhs              | 10%   |
| (b) | Above 10 lakhs and up to 50 lakhs | 1.0 lakh + 7.5 % of the amount exceeding Rs.10.0 lakhs    |
| (c) | Above Rs.50.0 lakhs               | Rs 4.0 lakhs + 5% of the amount exceeding Rs. 50.0 lakhs. |
- (ii) The contractor whose tender may be accepted shall, within seven days of receipt by him of the notification of acceptance of his tender, deposit with BHEL, Unit, Industrial Systems Group the prescribed sum as per clause 16 (i) above security deposit.

The EMD at the time of tender will be treated as part of security deposit and the balance amount to make up the full security deposit and as referred to in clause 16(i) above may be furnished in cash or in any of the following forms duly pledged to the BHEL.

1. Call deposit receipt, pay order or demand draft.
2. Post office Cash Certificates, National Savings Certificates, Treasury Savings Deposit Certificates, National Plan Savings Certificates, 12 year National Defense Certificates and 10 year Deposit Certificates.
3. Bank Guarantee from a Nationalized/ Scheduled Banks valid for period inclusive of the maintenance period also after the date of completion of work where warranted.

Alternatively, the requisite amount to make up the full security deposit may also be deducted from each running bill in respect of the particular contract at 10% of the value of the work done by the contractor or as billed till such deductions along with the EMD already deposited by him shall make up the full SD as per para 16(i) above.

No interest shall be allowed on security deposits.

BHEL shall not be responsible for any loss or securities due to liquidation or any other reasons whatsoever or any depreciation in the value of the securities while in their charge or for any loss of interest thereon.

- (iii) All compensation or other sums of money payable by the contractor to BHEL, under the terms of this contract or under any other contract with BHEL, may be deducted from the security deposit or realized by the sale of securities or from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL on any account whatsoever this contract or any other contract with BHEL and in the event of his security deposit being contractor shall, within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security deposit has been so reduced.
- (iv) 50% of the security deposit may be refunded on completion of the work after payment of the final bill and the balance 50% of the security deposit is refundable only after the expiry of the maintenance period of six months from the date of work or as stipulated in the contract concerned.

**17. ORDER UNDER THE CONTRACT :**

All orders, notices, etc., to be given under the contract shall be in writing, type script or printed and if sent by registered post to address given in the tender of the contractor, shall be deemed to have been served on the dates when in the ordinary course they would have been delivered to him. The contractor shall carry out without delay all orders given to him.

**18. ADMISSION TO SITE :**

The contractor shall not enter on (other than for inspection purpose), or take possession of the site unless permitted to do so by the RE/RM/Engineer-in-charge. The portions of the site to be occupied by the contractor will be clearly defined and marked on the site plan and the contractor will on the account be allowed to extend his operations beyond these areas.

The contractor shall provide, if necessary and if required at the site, temporary access thereto and shall alter/ modify and maintain the same as required from time to time. He shall take out land clear away the access route when no longer required restoring the area to its original conditions.

The engineer-in-charge shall have power to execute other works (whether or not connected with the work in the contract agreement) on the site contemporaneously with the execution of the original work and contractor shall give reasonable facilities for this purpose.

BHEL reserves the right to taking over, at any time, any portion of the site which they may require and the contractor shall at his own expense clear such portion forthwith. No photographs of the site or of the work or any part thereof shall be taken, published or otherwise circulated without the prior approval of the engineer-in-charge.

No such approval shall however exempt the contractor from complying with any statutory provisions in regard to the taking and publication of such photographs.

BHEL officials connected with the contract shall have the right of entry to the site at all times.

The engineer-in-charge shall have the power to exclude from the site any person whose admission thereto may, in his opinion, be undesirable for any reasons whatsoever.

**19. CONTRACTOR'S SUPERVISION :**

The contractor shall either himself supervise the execution of the contract or shall appoint a competent agent approved by the engineer-in-charge to act in his stead.

The contractor shall employ an Engineer-in-charge/ Agent having at least a 'Degree in Bachelor of Electrical Engineering' from a recognized University/ on any work with a contract value exceeding Rs.2.00 lakhs and having at least a 'Diploma in Electrical Engineering' from a recognized college, on work with a contract value exceeding Rs.50,000.00 but not exceeding Rs.2.00 lakhs.

The employment of an Engineer/ Agent as aforesaid shall not be necessary if the contractor himself is in possession of recognized technical qualification and is in opinion of the Engineer-in-charge capable of receiving instructions of the Engineer-in-charge and executing the work to the satisfaction of the Engineer-in-charge.

If the contractor fails to appoint a suitable Engineer/ Agent as aforesaid, the Engineer-in-charge shall have full powers to suspend the execution of work and stop payment of any advance that may have become due until such date a suitable Engineer/ Agent is appointed and the contractor shall be held responsible for the delay caused to the work and no extension of time on this account shall be given to him as stipulated in condition(9) above.

Orders given to the contractor's agent/ engineer shall be considered to the contractor himself.

The contractor or his agent shall be in attendance at the site during all working hours and shall superintend the execution of work with such additional assistance in each trade as the engineer-in-charge may consider necessary.

The contractor or his accredited agent shall attend, when required and without making any claim for doing so, either the office of the engineer-in-charge or the work site to receive instructions.

The engineer-in-charge shall have full powers and without assigning any reasons, to require the contractor immediately to cease to employ in connection with this contract, any agent, servant or employee whose continued employment is, in his opinion undesirable.

The contractor shall not be allowed any compensation in this account.

## LABOUR

20. The contractor shall employ labor in sufficient numbers directly or through sub-contractors to maintain required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the engineer-in-charge. The contractor shall not employ in connection with the works any person who has not completed his fifteen years of age.

The Contractor shall furnish to the engineer-in-charge at the intervals specified by him a distribution of return the number and description by trades of the work people employed on the works. The contractor shall also submit on the 4<sup>th</sup> and 19<sup>th</sup> of every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefits as provided in the Maternity Benefit 1961 or Rules made there under and the amount paid to them.

The contractor shall pay to labor employed by him either directly or through sub contractors wage not less than fair wages as defined in the Contractor's Labor Regulations.

The contractor shall in respect of labor employed by him either directly or through sub-contractors comply with or cause to be complied with contractor's labor regulations in regarded to all matters provided therein.

The contractor shall comply with the provisions of payment of wages Act 1936, Minimum Wages Act 1948, Employees liability Act 1938, workmen's compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961 and Mines Act 1952 or any modifications thereof or any other law relating there to and rules made there under from time to time.

The contractor shall indemnify the BHEL against any payments to be made under and for observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub contractors.

In the event of the contractor committing a default or breach of any of the provisions of the aforesaid contractor's labor regulations, as amended from time to time or furnishing any information or submitting or filling any form/ register/ slip under the provisions of these regulations which is materially incorrect then on the report of the inspecting officers as defined in the contractor's labor regulations. The contractor shall without prejudice to any other liability pay to the BHEL a sum of not exceeding Rs.50,000.00 as liquidated damages for every default, breach or furnishing, making submitting, filling materially incorrect statement as may be fixed by engineer-in-charge and in the event of the contractor's default continuing in this respect the

liquidated damages may be enhanced Rs.50.00 per day for each day of default subject to a maximum percent of the estimated cost of works out to tender.

The Engineer-in-charge shall deduct such amount from bills or security deposit of the contractor and credit the same to the welfare fund constituted under regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.

Model rules for labor welfare; the contractor shall at his own expense comply with or cause to be complied with model rules for labor welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the contractor fails to make arrangement as aforesaid the Engineer-in-charge shall be entitled to do so and recover the cost thereof from contractor.

Safety Code; the contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the engineer-in-charge, in respect of all labor directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the engineer-in-charge shall be entitled to do and recover the cost thereof from the contractor.

Failure to comply with model rules for labor welfare or the provisions relating to report on accidents and grant of maternity to female workers shall make the contractor liable to pay to the BHEL as liquidated damages an amount not exceeding Rs.50.00 for each default of materially incorrect statement. The decision of the engineer-in-charge in such matters based on reports from the inspecting officers as defined in the contractor's labor regulations as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor.

**21. WATER :**

The contractor shall allow in his tender and provide at his cost all water required for the work or his employees on the work, together with all pipes and fittings or other means that may be necessary or required to ensure proper and ample supply of water for all purposes connected with the work.

In the event of a provision existing in the tender documents for supply of water on payment by BHEL water will be supplied from BHEL supply system or other sources at any point fixed by the Engineer-in-charge on the site of work. The contractor shall make necessary arrangement for lifting, pumping, carrying or conveying the water as required at his own cost. The levy of water charges to be borne by the contractor in such case shall be specifically mentioned in the tender documents.

**22. TEMPORARY WORKS SHOPS, STORES ETC., :**

The contractor shall during the progress of the work, provide, erect and maintain at his own expenses all necessary temporary workshops, stores, officials etc., required for the proper and efficient execution of the work. The planning, siting and erection of these buildings shall have the approval of the engineer-in-charge and the contractor shall at times keeps them tidy and in a clean and sanitary condition to the entire satisfaction of the Engineer-in-charge.

On completion of the work, all such temporary building shall be cleared away and the site restored and left in a clean and tidy condition to the entire satisfaction of the Engineer-in-charge.

23. **STORES AND MATERIALS ON SITE :**

All stores and materials required for the work are to be deposited by the contractor only in places to be indicated by the Engineer-in-charge.

Where in accordance with the contract stipulations, certain stores and materials for incorporation in work are to be issued to the contractor by BHEL such items will be so issued only to the extent for the actual completion of the work as stipulated in the contract.

The decision of the Engineer-in-charge regarding the quantities to be issued as above shall be final and binding on the contractor. For any excess quantities consumed on the work their cost will be recovered from the contractor at punitive rates which will be 100% (hundred percent) more than the issued rates of the BHEL.

In regards to the materials and stores which may be issued to the contractor by BHEL the contractor shall give the Engineer-in-charge reasonable notice in writing of his requirement of such stores and materials and/ or the approval of his demand being notified to him, he shall make immediate arrangement for drawing the same. Such stores and materials shall be transported by contractor at his own expenses direct from the place of issue to the site of the work, unless prior written approval is obtained from the Engineer-in-charge to take them to a stores or workshop elsewhere.

The contractor shall have to build a weather proof shed for the storage of sophisticated electrical equipments required for the work.

BHEL officers connected with the contract shall have the power at any time to inspect and examine any stores or materials intended to be used in or on the work, whether on the site or any factory or workshop or other place where such stores or materials are being fabricated or manufactured or at any where the same are lying and the contractor shall give necessary facilities for such inspection and examination.

The Engineer-in-charge shall be entitled to have tests made of any stores of materials supplied by the contractors who shall provide at his own expense all facilities which the Engineer-in-charge may require for this purpose. If at the discretion of the Engineer-in-charge an independent expert is employed to any such tests his charges shall be borne by the contractor only if the test discloses that the said stores or materials are not in accordance with the provisions of the contract.

Should the Engineer-in-charge consider at any time during the construction or reconstruction, on prior to the expiry of the 'MAINTENANCE PERIOD' so specified and provide other proper and suitable stores or materials that the stores provided by the contractor are unsound or a quality inferior to that contracted for or otherwise not in accordance with the contract (in respect where of the decision of the

engineer-in-charge shall be final and conclusive) the contractor shall, on demand, in writing from the engineer-in-charge specifying the stores or materials complained of, not with standing that the same may have been inadvertently passed, certified and paid for, forthwith remove the stores or expense to the entire satisfaction of the engineer in charge and in the event of his failing to do so with a period to be specified by the engineer-in-charge in his demand aforesaid the engineer-in-charge may replace with others the stores or materials complained of at the risk and expense in all respects of the contractor. The liability of the contractor under this condition shall not extend beyond the maintenance period aforesaid except as regards stores or materials which the Engineer-in-charge shall have previously given notice of the contractor to replace ( \* MAINTENANCE PERIOD of any work under this organization will be SIX MONTHS from the date of actual completion of the particular work and handing over to customer).

All stores and materials brought to the site shall become and remain the property of BHEL and shall not be removed from the site without the prior written approval of the Engineer-in-charge. However, when the work is finally completed, the contractor shall at his own expense forthwith remove from the site all surplus stores and materials originally supplied by him and upon such removal, the same shall revert in and become the property of contractor. All BHEL stores and materials issued to the contractor for incorporation or fixing of the work and which, making due allowance for reasonable wear and tear or waste, have not on completion of the work, been so incorporated or fixed, shall be returned by the contractor at his won expense to the place of issue.

Credit for surplus stores and/ or materials returned by the contractor BHEL will be given to him at price based on the prevailing market rate but not exceeding that at which the said stores and materials were originally issued to him but due consideration shall be given to the allowance claimed by BHEL in respect of any depreciation or damages suffered by the stores and or materials whilst in the custody of the contractor regarding which, the decision of the Engineer-in-charge shall be final and conclusive.

If, in opinion of Engineer-in-charge (which shall be final and conclusive) any stores supplied by BHEL have either during currency of the work or after completion of the work whilst under the custody of the contractor, become damaged to such as extent that they cannot be usefully utilized, either in the same work or in other works, the Engineer-in-charge shall not accept the stores and the contractor shall be charged for the said stores at a rate fixed by the Accepting Officer. The contractor shall not be entitled to any claim whatsoever on the account.

**24. TOOLS AND PLANT ON SITE :**

All tools, plant and equipment brought to the site shall become the property of BHEL and shall not be removed from the site without prior written approval of the Engineer-in-charge when the work is finally completed or the contract is determined for reasons other than the default of the contract, he shall forthwith remove from the site all tools, plant, equipment etc., (other than those as may have been provided by BHEL) and upon such removal, the same shall revert in and become the property of the contractor.

**25. STATEMENT OF HIRE CHARGE :**

A monthly detailed statement of the hire charges incurred in respect of BHEL, tools, plant equipment, etc., shall be given to the contractor by the Engineer-in-charge.

**26. PRECAUTIONS AGAINST RISKS :**

The contractor shall be responsible for providing at his own expense, for all precautions to prevent loss or damage from any/ all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose until the works have been handed over complete in all respects to the customer and user.

The contractor shall provide all watchman necessary for the protection of the site, the work, the materials tools, plant equipment and anything else lying on the site during the progress of the work. He shall solely be responsible for and shall take all reasonable and proper steps for protecting, securing, lighting and watching all places on or about the work and site which may be dangerous to any person whomsoever.

**27. NOTICES AND FEES :**

The contractor shall give all notices required by any statutory provision or by the regulations and/ or bye-laws of any local authority and/or of any Public Service, Company or Authority affected by the work or with whose system the same are or will be connected. The contractor shall pay and indemnify BHEL against any fees and charges, demandable by law under such acts, regulations and/ or bye-laws in respect of the work and shall make and supply all drawings and plans required in connection with any such notice.

**28. SETTING OUT OF THE WORKS AND PROTECTIVE AND MAINTAINING SIGNALS AND MARKS :**

The Engineer-in-charge shall supply dimension drawings, levels and other information necessary to enable the contractor to set out the work. The contractor shall at his own expense set out accurately according to the drawings and figured extras or additions there to and shall be solely responsible for their being so set out and executed.

All bench marks, pegs, signals on the surface, alignment stones, milestones and all similar marks whether put in by BHEL authorities for the purpose of checking the contractor's work or in the nature of permanent survey marks will during the tenure of the contract, be under the care of the contractor who shall, at his own expense, take all proper and reasonable precautions and care to preserve and maintain them in their true position. In the event of these marks being disturbed or obliterated by accident or due to any other cause whatsoever, the same may, if deemed necessary be replaced by Engineer-in-charge at the contractor's expenses and the cost thereof deducted from any money then or thereafter due to the contractor.

Where requested by the contractor, the level marks centerline and chain age pegs corresponding, to these shown on the drawing will be pointed out to the contractor on the ground but all bench marks or chain age pegs additional to those shown on the drawing will be set out by BHEL authorities.

**29. SITE DRAINAGE :**

All water that may accumulate on the site during the progress of the work, or in trenches and excavations shall be removed to the entire satisfaction of the Engineer-in-charge and at the contractor's expense.

**30. EXCAVATIONS, RELICS ETC., :**

Materials of any kind obtained from excavation on the site shall remain the property of the user.

All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures, relics, antiques and other similar items which may be found in or upon them shall be the property of purchaser and the contractor shall duly preserve the same to the satisfaction of purchaser and shall from time to time deliver the same to the persons as the purchaser may appoint to receive the same.

**31. FOUNDATIONS :**

The contractor shall not lay any foundations until the excavations for the same have been examined and approved in writing by the Engineer-in-charge.

**32. COVERNG IN WORK :**

The contractor shall give reasonable notice in writing to the Engineer-in-charge whenever any work is to be permanently covered up or concealed, whether by earth or other means so that it can finally inspected or measured if necessary. In defaults on so doing, the contractor shall, if required by the Engineer-in-charge uncover such work at his own expense.

**33. APPROVAL OF WORKS BY STAGES :**

All work embracing more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice in writing to the Engineer-in-charge when each stage is ready. In default of such notice being received, the Engineer-in-charge shall be entitled to approve the quality and extent thereof at any time he may choose in the event of any dispute, the decision of the Engineer-in-charge thereon shall be final and conclusive.

**34. EXECUTION OF THE WORK :**

The work shall be executed in a work man like manner and to the satisfaction in all respects of the Engineer-in-charge.

The Engineer-in-charge will communicate or confirm his instructions the contractor in respect of the execution of the work in "Work site Order Book" maintained at his office and the contractor shall visit this office daily and shall confirm receipt of such instructions by signing the relevant entries in this book. Such entries will rank as order or notices in writing the intent and meaning of these conditions.

**35. DAY WORK :**

No day work shall be performed without the prior written instructions of the accepting officer.

The contractor shall give to the Engineer-in-charge reasonable notice of the start of any work ordered to be executed by day work shall deliver to the Engineer-in-charge within two days of the end of each pay week a return in duplicate giving full detailed accounts of labor and materials for the pay week. One copy of each of these returns, if found correct, will be certified by the Engineer-in-charge and returned to the contractor and must be produced at the time of adjustment of account.

An invoice in duplicate signed by the contractor or his agent shall be sent with each delivery of materials for day work and the contractor will be furnished with a receipt signed by the Engineer-in-charge specifying the description, quantities, weight or measurement (as the case may be) of the articles approved reference will be made to this receipt in the return aforesaid and the receipt itself is to be produced in support of the contractors bill.

In the case lump-sum contractors, the rates to be charged and the percentage addition for profit and establishment charge, etc., will be agreed upon between the accepting officer and the contractor prior to the execution of the work.

In the case of lump-sum contractors, the rates to be charged and the percentage addition for profit and establishment charge, etc., will be agreed between the accepting officer and the contractor prior to the execution of the work.

**36. INSPECTION OF THE WORK :**

BHEL officers concerned with the contract shall have power at any time to inspect and examine any part of the work and contractor shall give such facilities as may be required to be given for such inspection and examination.

Should the Engineer-in-charge, consider at any time during the tendency of the maintenance period, that any work has been executed with unsound, imperfect or unskilled workmanship or of a quality inferior to that contracted for or not otherwise in accordance with the contract (in respect whereof the decision of the Engineer-in-charge shall be final and conclusive) the contractor shall, on demand in writing from the **engineer-in-charge** shall be final and flying the fault notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require at his own expense to the entire satisfaction of the accepting officer and in the event of his falling to do so within a period to be engineer-in-charge may carry out the work by other means at the risk and expense in all respects of the contractor. However, the extend beyond the maintenance period except as regards workmanship which the Engineer-in-charge shall have previously given notice of to the contractor to rectify.

**37. RESPONSIBILITY FOR BUILDING :**

In the event of any building, or part of any building being handed over to the contractor for the execution of work thereto under the provisions of the contract, he shall give written receipt for all fixtures, glass etc., and he shall be required to make good at his own expenses all damages resulting from any cause whatsoever while in his charge and completion of the work to deliver up the said building or part thereof in a clear state complete in every particular to the entire satisfaction of the Engineer-in-charge.

**38. INSURANCE OF WORKS AGAINST DAMAGE AND LOSS DUE TO FIRE, TEMPEST, FLOODS, EARTHQUAKE, RIOT AND AGAINST DAMAGE BY AIRCRAFT :**

The contractor shall within one month after the date of acceptance of the contract insure the work against loss and damage, fire, tempest, floods, earth quake, riots and against damage by air craft with an insurance office approved by the accepting officer. Such insurance shall be effected in the name of BHEL and shall be for the full value of the contract sum. The contractor shall lodge with the BHEL the policies and receipts of the premiums for sum insurance and shall maintain such policies in force until the entire completion of the work as certified by the Engineer-in-charge.

If the contractor fails to comply with the terms of this condition, the accepting officer may insure the work and may deduct the amount of premiums from any money that may become payable to the contractor or may at his discretion refuse of any advance to the contractor until the contractor shall have complied with terms of this condition.

Such insurance whether effected by the accepting officer or the accepting officer shall not be a limit or bar to the liability and obligation of the contractor to complete the entire work in all respects as certified by the Engineer-in-charge.

In case of such a loss or damage as aforesaid, the money payable under any such insurance shall be received and may be retained by the BHEL until the work is finally completed and shall then be credited to the contractor in the final statement of accounts in the event of his contract not having been previously cancelled under these conditions.

**39. DAMAGE LOSS TO PRIVATE PROPERTY AND INJURY TO WORKMEN :**

The contractor shall at his own expense reinstate and make good to the satisfaction of the Engineer-in-charge and pay compensation for any injury, loss or damage occasioned to any property or rights whatever including property and rights of BHEL (or agents, servants or employees of BHEL) in injury, loss or damage arising out of or in any way in connection with the execution of perforated execution of the contract and further the contractor shall indemnify BHEL against all claims enforcement against BHEL (or any agent, servant or employee of BHEL or which would be so enforceable against BHEL) where BHEL a private person in respect of any such injury (including injury resulting in death, loss or damage to any person) whomsoever or property, including all claims which may arise under the Workman's Compensation Act or otherwise.

**40. COMPLETION :**

The work shall be completed to the entire satisfaction of the Engineer-in-charge and in accordance with the contractors forecast of time and progress where operative and all unused stores and materials, tools, plant, equipment, temporary buildings and things shall be removed and the site and works cleared of rubbish and waste materials and delivered up clean and tidy to the satisfaction of the Engineer-in-charge at the contractor's expense on/ or before the schedule date of completion.

The BHEL shall have power to take over from the contractor from time to time such section of the work as have been completed to the satisfaction of the Engineer-in-charge.

The engineer in charge shall certify to the contractor the date on which the work is completed and state thereof.

The engineer in charge shall also certify to the contractor the state of the work at the end of maintenance period, where applicable.

#### **41. COMPENSATION FOR DELAY :**

If the contractor fails to maintain the required progress in terms of condition 7 or to complete the work and clear the site on or before the contracted or extended the date period of completion, he shall, without prejudice to any other right or remedy the BHEL on account of such breach, pay as agreed compensation any amount calculated as stipulated below or such smaller amount as may be fixed by the BHEL on the contract value of the work for every week that the progress remain below that specified in condition 7 or that the work remains incomplete.

This will also apply to items or groups of items for which separate period of completion has been specified.

For this purpose, the terms contract value shall be the value at contract rates of the work as ordered.

- (a) Completion period (as originally stipulated) @ 1% per week not exceeding 6 months.
- (b) Completion period (as originally stipulated) @ ½% per week exceeding 6 months and not exceeding 2 years.
- © Completion period (as originally stipulated @ ¼% per week exceeding 2 years.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the under noted percentage of the contract value or of the contract value of the items or group of items of work for which a separate period of completion is given.

- (a) Completion period (as originally stipulated @ 10% not exceeding 6 months.
- (b) Completion period (as originally stipulated) @ 7.5% exceeding 6 months and not exceeding 2 years.
- © Completion period (as originally stipulated @ 5% exceeding 2 years.

The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the BHEL.

#### **42. LAWS GOVERNING THE CONTRACT :**

This contract shall be governed by Indian Laws for the time being in force.

**43. CANCELLATION OF CONTRACT OR CORRUPT ACTS :**

The accepting officer, whose decision shall be final and conclusive shall, without prejudice to any right or remedy which shall have accrued or shall accrues thereafter to BHEL cancel the contract in any of the following cases and the contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the contractor shall :

- (a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for BHEL service OR
- (b) Enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the accepting officer, OR
- © Obtain a contract with BHEL as a result of ring rendering or by non-bonafide methods of competitive tendering without first disclosing the fact in writing to the accepting officer.

**44. CANCELLATION OF CONTRACT FOR INSOLVENCY, ASSIGNMENT OR TRANSFER OR SUB-LETTING OF CONTRACT :**

The accepting officer without prejudice to any other right or remedy which shall have accrued thereafter to BHEL cancel the contract in any of the following cases;

If the contractor,

- (a) being an individual, or if a firm any partner thereof shall at any time be adjusted bankrupt or have a receiving order or orders for administration of his estate made against him or shall take any proceeding, for liquidation or composition under any bankruptcy act for the time being force or make any conveyance or assignment of his effects of composition or agreement for the benefit of his creditor or purpose to do so, of any application be made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors, OR
- (b) being company shall pass a resolution or the Court shall make an order for the liquidation of its affair, or a receiver or Manager on behalf of the debentures/holders shall be appointed or circumstances shall arise which the court or debenture holders to appoint a receiver or Manager OR
- © assigns, transfers, sub-lets or attempts to assign transfer or sub-let any portion of the work without the prior written approval of the accepting officer.

Whenever the accepting officer exercises his authority to cancel the contract under this condition, he may complete the work by any means at the

contractor's risk and expense provided always that in the event of the cost of completion (as certified by the Engineer-in-charge which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and that if the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount ordered by the Engineer-in-charge or the same shall be recovered from the contractor by other means.

In case BHEL, completes the work under the provision of this condition the cost of such completion to be taken in to account in determining the excess cost to be charged to the contractor under this condition shall consist of the cost of the cost of materials purchased and/ or labor provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the Resident Manager whose decision shall be final and conclusive.

**45. CANCELLATION OF CONTRACT IN PART OR IN FULL FOR CONTRACTOR DEFAULT :**

If the contractor :

- (a) Makes default in commencing the work within a reasonable time from the date of handing over the site and continues in that state after a reasonable notice from the Engineer-in-charge OR
- (b) In the opinion of the Engineer-in-charge at any time, whether before or after the date of extended date for completion, make default in proceeding with the work, with due diligence and continues in that state after a reasonable notice from the Engineer-in-charge OR
- © Fails to comply with any of the terms and conditions of the contract or after reasonable notice in writing with orders properly issued there under, OR
- (d) Fails to complete the work, order and items of work with individual dated for completion and clear the site on or before the date of completion, or fails to achieve the progress as set out under clause 7 of these general conditions of contract.

The accepting officer may, without prejudice to any other right or remedy which shall have accrued or shall accrues there after BHEL cancel the contract as a whole or in part thereof or only such work order or items or work in default from the contract. Whenever, the accepting officer exercises his authority to cancel the contract as a whole or in part under this condition he may complete the work at the contractor's risk and cost, provided always that in the event of the cost of completion (as certified by Engineer-in-charge which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost of completion exceeds the money due to the contractor under this contract, the contractor shall either pay the excess amount ordered by Resident Manager or the same shall be recovered from the contractor by other means.

In case the BHEL completes the work or any part thereof under the provision of this condition the cost of such completion to be taken in to account in determining the excess cost to be charged to the contractor under this condition shall consist of the cost of materials purchases and/ or labor provided by the BHEL, with an addition of such percentage to cover superintendence and establishment charges as may be decided by Resident Manager, Engineer-in-charge whose decision shall be final and conclusive.

**46. TERMINATION OF CONTRACT ON DEATH :**

Without prejudice to any of the rights or remedies under this contracts, if the contractor dies, the accepting officer shall have the opinion of terminating the contract without compensation to the contractor.

**47. SPECIAL POWERS OF DETERMINATION :**

If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work to be carried out, the Resident Manager shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but not which he did not derive in consequences of the force closing of the work.

He shall be paid at contract rates for the full amount of the work executed including such additional works, e.g., clearing of site, etc., as may be rendered by the said force closing. He shall also be allowed a reasonable payment (as decided by the accepting officer) for any expenses sustained on account of labor and materials collected but which could not on the work, as verified by the Engineer-in-charge. Neither shall the contractor has any claim of compensation on account of any alteration having been made in the original specifications, drawings, design and instructions, involving any curtailment of the work as originally contemplated.

**48. FAIR WAGE :**

- (a) The contractor shall pay not less than the “FAIR WAGE” to laborer engaged by him on the work.

Fair wage means whether for time or piece work notified at the time inviting tenders for work where such wages have not been notified, the wages prescribed by the Resident Manager for the stations at which the work is due.

- (b) The contractor shall, notwithstanding the provision of any contract to the contrary cause to be paid a fair wage to laborer indirectly engaged on the work, including any labor engaged by his sub-contractors in connection with the said work, as if the laborer had been directly employed by him.

- © In respect of all labors directly or indirectly employed on the work for the performance of the contractor’s labor regulations (appended hereto as Annexure-A to these conditions) in regard to payment of wages, wage period,

deductions from wages recovery of wages, not paid and deductions recovery of wages, deductions from wages, authorized made maintenance of wage book, wage slips, publication of scale of wages and other terms and all other matters of a like nature.

- (d) The Engineer-in-charge concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by the a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or non-observance of regulations.
- (e) Vis-à-vis the BHEL shall be liable primarily for all payments to be made under the contract and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.

**CHAPTER - IV**  
**VALUATION & PAYMENT**

**49. RECORDS AND MEASUREMENTS :**

All items having a financial value shall be entered in the **BHEL Measurement Book**, so that a complete record is obtained for all works performed under the contract.

Work carried out for agreed lump-sums will be described and similarly recorded.

Lump-sum omissions will be entered for deduction. Measurement shall be restricted to that required to ascertain the financial liability of BHEL under the contract.

Work which falls to be measured in detail shall be measured physically, without reference to any local custom that may obtain excepting where it may otherwise be directed in the tender documents. The measurements shall be taken jointly by any person duly authorized on the part of the BHEL and by the contractor.

The Engineer-in-charge shall give reasonable notice in writing to the contractor of appointment for measurement.

The contractor shall bear all the cost of measurement of his work.

Measurement shall be entered in the **BHEL Measurement Book** and signed and dated by both the parties 'Each Day' at the site on completion of measurement. If the contractor objects to any of the measurement recorded on behalf of the BHEL a note to that effect will be made in the BHEL measurement book or against the item objected to; and such note shall be signed and dated by both the parties engaged in taking the measurement.

If, as a result of such objection, it becomes to measure the work wholly or in part the expense of such re-measurement shall be borne by the contractor requiring the measurement to be re-taken provided that a net error is found of the value as recorded by this measurement to amount to less than 5% (five percent) of the value as recorded by first measurement. But where the net errors amount to 4-5% and over of the said value, then the cost is to be borne by the other party. In any case, if the net value of errors found exceeds Rs.500.00 the expenses of measurement is to be borne by the party.

If the contractor's representative fails to attend when required, the Engineer-in-charge shall have power to proceed by himself to take measurement and in that case these measurements shall be accepted by the contractor as final.

The contractor shall, once in every month, submit to the Engineer-in-charge with a copy to the Resident Manager details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects :

- (a) Deviation from the items and specifications in the contract documents.
- (b) Extra items/ net items of work.
- © Quantities in excess of those provided in the contract schedule.
- (d) Items in respect of which rates have not been settled. He should, in addition, furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claim and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

#### **50. VALUATION OF DEVIATIONS :**

1. For any item of work required to be carried out after the contract has been awarded and which is not covered by contractor's schedule but is covered by BHEL schedule of rates the rate of payable for such a fresh item will be derived from BHEL schedule by the methods of proportion as follows :
  - (a) In the same proportion to the rate in **BHEL Schedule of Rates** as the tendered rate for the nearest analogs item of work in Contractor's schedule bears for the particular analogs item of work in BHEL schedule of rates.
  - (b) If a single appropriate analogue item of work is not available in the both schedule contractor's and BHEL schedule then the method of proportion will be applied to the nearest analogue group of items available in both the schedules referred i.e., in the same proportion as the total tendered cost of that particular group of items (the sum of products of the tendered rates and the quantities for which orders are placed) bears to the total cost of the same items and quantities at the BHEL schedule of rates.
  - © If even an appropriate analogue group of items is not available in contractor's schedule and BHEL schedule, then the methods of proportion will be applied to all those items of the whole work, which are available in both the schedules and for which orders have been placed on the contractor, i.e., in the same proportion as the total cost of all those items of work (the sum of the products of the tendered rates and the quantities for which orders are placed) bears to the total cost of the same items and quantities at the BHEL, schedule of rates.
2. If any work not covered by any of the foregoing is ordered on the contractor, the basis of payment shall be decided by the accepting officer whose decision shall be final and conclusive and binding on the parties.

The selection of analogue items or analogue group of items referred to above shall be done by the Engineer-in-charge. Where the rates of deviation items or new items of work can be derived by the selection of different analogues items or analogues group of items, the lowest of all such derived rates shall be taken as the correct rates.

In the case of the contractors for which the Engineer-in-charge is the accepting officer, all disputes regarding the settlement of rates of deviated or new items of work shall be referred to the Site Coordinator and Resident Manager whose decision shall be final and conclusive.

**51. REIMBURSEMENT/ REFUND ON VARIATION IN PRICE, MATERIALS :**

If after submission of the tender and/ or during the progress of the work, the price of any materials (not being a material supplied from BHEL store in accordance with the conditions of the contract) is increased or decreased by an Act of Legislature (Central or State) and/ or any notification there under or on account of new duties or levies such as Octroi or an account of increase or decrease in such duties affecting the price of materials required for incorporation in the works or the price of any items to be incorporated in the works and made from materials of which the price has increased or decreased as aforesaid and the contractor has there upon to pay in respect of such materials or item a price which is higher or lower than the price of that material or item as prevailing immediately before the passing of such Act or levying, increasing/ decreasing of such duty, the BHEL shall in case of increase in price or the duty reimburse to the contractor the increase in price or additional or increased duty paid by the contractor and in case of decrease in price, the BHEL shall be entitled to refund of the reduction in price or the reduction in duty. Provided however, no reimbursement or refund shall be made if the increase/ decrease is not more than +/- 10% of the said price, and if so, the reimbursement of refund shall be made only on the excess over +/- 10% provided always that any such increase shall not be payable if, in the opinion of the Site Head Coordinator and Resident Manager (whose decision shall be final and conclusive) the increase is attributable to the delay in the execution of the contract with in the control of the contractor or that any such increase has been operative after the contractor/ or extended date of completion of the works or items of work in question.

The contractor shall, for the purpose of this condition, keep such books of account and other document as are necessary to show the amount of any increase claimed or any reduction available and shall allow inspection of the same by any duly authorized representative of the BHEL and further shall at the request of the Engineer-in-charge furnish for verification such other information of the Engineer-in-charge may require.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the prices of any such materials, give notice thereof in writing to the Engineer-in-charge stating that the rate is submitted in pursuance to this condition together with all information relating thereto which he may be in position to supply.

**52. ADVANCE ON ACCOUNT :**

No payment shall be made for work estimated to cost less than Rupees. One thousand still after the whole of the work shall have been completed and a certificate of completion given by the Competent Authority.

In the case of work estimated to cost more than Rupees one thousand the contractor may at intervals or not less than one month or as otherwise provided for in the contract documents, counting from the date on which order to commence work is given by the Engineer-in-charge submit claims on BHEL forms for payment of advances on account of work done materials delivered in connection with the contract.

The contractor shall be paid in respect of such claim to the extent approved and passed by the Engineer-in-charge subject to a maximum of 90% of the value of work actually executed on site provided the work has been executed to the satisfaction of the Engineer-in-charge. The Certificate of the Engineer-in-charge shall regarding such approval and passing of the sums so payable shall be final and conclusive against the contractor.

“After the full amount of security deposit is made up through the 10% deductions ‘on account’ bills, 100% payment of all subsequent bills may be made to the contractor”.

The contractor may also be paid during the progress of the work 75% of the value of any material which are in the opinion of the Engineer-in-charge in accordance with the contract and are actually required for incorporation in the work and which have reasonably been brought to the site in connection there with and are adequately stored and/ or protected against damage by weather or other causes, but which have not at the time of payment of the advance been incorporated in the work. Payment of such advances however, shall be purely at the discretion of the Site Coordinator/ Resident Manager provided always that payments shall not be made under these periodical certificates in respect of perishable material like lime, cement, timber, sand kankar etc.,

Any sums due from the contractor on account of tools and plant, stores or any other items provided by BHEL shall be deducted from the respective advances.

The Engineer-in-charge shall from time to time certify the sums payable to the contractor after retaining the reserves.

Any certificate relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate and no certificate and of the of the Engineer-in-charge supporting an advance payment shall be itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract. All such intermediate payments shall be regarded as advance against the final payment only ad shall not be considered as an admission of the due performance of the contract or any part thereof in any respect of the accruing of any claim whatsoever. Such intermediate payments shall not conclude, determine or affect in any way the power of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise or any way vary or affect the contract.

### **53. FINAL BILL :**

As soon as possible after the completion of the work to the satisfaction of the Engineer-in-charge, the contractor shall forward a certified account on BHEL forms, in duplicate.

If shall be accompanied by all abstracts, vouchers etc., in support thereof and shall be prepared in the manner prescribed by the Engineer-in-charge.

No claims will be entertained after the receipt of the final bill.

The contractor shall be entitled to be paid the final sum less the value of payments already made on account subject to certification of the final bill by the Engineer-in-charge. Any sums due from the contractor or account of tools and plant, stores or any other items provided by BHEL not yet recovered from the contractor shall be deducted from the final sum aforesaid.

No charges shall be allowed to the contractor on account of preparation of the final bill.

**54. PAYMENT OF BILLS :**

All payments to be made to contractor under this contract shall be by "Crossed Cheque" marked 'A/c payee only' (within a reasonable time after the certification by the Engineer-in-charge) at the Canara Bank or their subsidiaries located in the station where either the work is executed or service rendered or at their branch nearest to the station where the office of the Engineer-in-charge is located.

**55. RECOVERY FROM CONTRACTOR :**

Whenever under the contract any sum of money shall be recoverable from or payable by the contractor the same may be deducted from any sum due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit or he shall pay the claim on demand.

**56. POST TECHNICAL ADUIT OF WORK AND BILLS :**

BHEL reserve the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and to enforce recovery of all sums becoming due as a result thereof in the manner provided in the preceding sub-paragraphs provided however that no such recovery shall be enforced after three years of passing the final bill.

**57. REFUND OF SECURITY DEPOSIT :**

50% (fifty percent) of the security deposit mentioned in condition 16 above, may be refunded to the contractor in respect of all contracts on completion of work and after payment of final bill and the balance 50% on expiry of the maintenance period (described under clause 23) provided the contractor shall have rendered a "No Demand Certificate". In case of works where maintenance period is not involved 100% of security deposit may be refunded after payment of final bill provided that the contractor shall have rendered a "No Demand Certificate".

**58. ARBITRATION :**

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or material used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution of failure to execute the some whether arising during the progress of the

work or after the completion or abandonment thereof shall be referred to the sole arbitration of the General Manager, BHEL-ISG, is unable to unwilling to act, to the sole arbitration of some other person appointed by the General Manager, BHEL-ISG, Bangalore willing to act as such arbitrator. The cases referred to arbitration shall be other than those for which the decision of the Site Coordinator or Resident Manager is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed is an employee of BHEL and that he had to deal with the matters to which the contract relates ad that in the course of his duties as such he had expressed view on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being unable to act for any reasons, General Manager, BHEL-ISG, Bangalore as aforesaid at the time of such transfer, vacation of office or in ability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Subject as aforesaid the provision of the Arbitration Act 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The word under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be with held on account of such proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding all parties to this contract.

#### **ANNEXURE – A**

#### **BHEL CONTRACTORS LABOUR REGULATION**

(See Condition 20)

**1. DEFINITION :**

In these regulations, unless otherwise expressed or indicated, the following words and expressions shall have the meaning here by assigned to them.

- (a) Labor means workers employed directly or indirectly through a sub-contractor or by an agent on his behalf of a payment not exceeding Rs,500.00 per month.
- (b) Fair Wage means wages, which shall include wages for weekly day of rest and other allowances, whether for time or piece work, after taking in to consideration prevailing market rates for similar employments in the neighbor-hood but shall not be less than the minimum rates of wages fixed under the Minimum Wages Act.
- © Contractor for the purpose of these regulations shall include an agent or sub-contractor employing labor on the work taken on contract.
- (d) Inspection Officer means any Labor Enforcement Officer, or Assistant Labor Commissioner of the Chief Commissioner's Organization
- (e) Form means a form appended to these Regulations.

**2. NOTICE OF COMMENCEMENT :**

The contractor shall, within seven days of the work, furnish in writing to the inspecting officer of the area concerned the following information, with copy to the Engineer-in-charge.

- (a) Name and situation of the work;
  - (b) Contractor's name and address;
  - © Particulars of the department for which the work is undertaken;
  - (d) Name and address of the sub-contractors as and when they are appointed;
  - (e) Commencement and probable duration of the work;
  - (f) Number of workers employed and likely to be employed;
  - (g) Fair Wages for different categories of workers.
- (3) (i) Number of hours which shall constitute a normal working day. The number of hours which shall constitute a normal working day. For an adult shall be NINE hours. Day of an adult worker shall be so arranged that inclusive of intervals, if any for rest it shall not spread over more than twelve hours on any day, when an adult worker is made to work for more than NINE hours or any day or for more than FORTY EIGHT hours in any week he shall in respect of over time work, be paid wages at double the ordinary rate of wages.
- (ii) Weekly day of rest, every worker shall be given a weekly day of rest which fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he will have a substituted rest day, on one of

the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.

When in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day, he shall be paid wages for the work done on the weekly rest day at the over time rates of wages.

NOTE : The expression 'ordinary rate of wages' means the fair wage the worker is entitled to.

**4. DISPLAY OF NOTICE REGARDING WAGES, WEEKLY DAY OF REST ETC.,**

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Languages, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and some and address of the inspecting officer. The contractor shall send a copy each of such notices to the inspecting officers and Engineer-in-charge.

**5. FIXATION OF WAGE PERIOD :**

The contractor shall fix wage periods in respect of which wages shall be payable.

**6. PAYMENT OF WAGES :**

- (i) Wages due to every workers shall be paid to him direct. All wages shall be paid in current coins or currency or in both.
- (ii) Wages of every worker employed on the contract shall be paid where the wage period is not week, within THREE DAYS from the end of the wage period in any other case before the expiry of 7<sup>th</sup> day or 10<sup>th</sup> day from the end of the wages period according as the number of workers does not exceed 1000 or excess 1000.
- (iii) When employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before expiry of the day succeeding the one on which is employment is terminated.
- (iv) Payment of wages shall be made at the work site on a working day except when the work is completed before expiry of the wage period, in which case, final payment shall be made at the work site within 48 hours of the last working day during normal working time.

NOTE : The term 'working day' means a day on which labor is employed is in progress.

**7. REGISTER OF WORKMEN :**

A register of workmen shall be maintained in the form appended to these regulations and kept at the work site or as near to it as possible and the relevant particulars of every workmen shall be entered with THREE days of his employment.

**8. EMPLOYMENT CARD :**

The contractor shall issue an employment card in the form appended to these regulations to each worker on the day of work or entry in to his employment. If a worker has already any such card with him issued by the previous employer, the contractor shall merely endorse that employment card with relevant entries. On termination of employment, the employment card shall again be endorsed by the contractor and returned to the worker.

**9. REGISTER OF AGES, ETC., :**

- (i) A register of Wages-cum-Muster Roll in the form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.
- (ii) A wage slip-in the form appended to these regulations shall be issued to every worker employed by the contractor at least a day prior to disbursement of wages.

**10. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES :**

- (i) Wages of worker shall be paid to him without any deduction of any kind except the following :
  - (a) Fines.
  - (b) Deductions for absence from duty, i.e., from the place where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which was absent.
  - © Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default.
  - (d) Deductions for recovery of advance or for adjustment of employment of wages, advance granted shall be entered in a register and,
- (ii) No fines shall be imposed on any worker in respect of such acts and omissions on his part as have been approved by the Chief Labor Commissioner.

Any other deduction which the BHEL may from time to time allow.

- (iii) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the wages payable to him in respect of that wage period.
- (v) No fine imposed on a worker shall be recovered from him in installment, or after expiry of sixty days from the date on which it was imposed. Every fine

shall be deemed to have been imposed on the day of the Act of omission in respect of which it was imposed.

- (vi) The contractor shall maintain both in English and the local Indian Language a list approved by the Chief Labor Commissioner, clearly stating the acts omissions for which penalty or fine may be imposed on a workman and display it in good condition in a conspicuous place on the work site.
- (vii) The contractor shall maintain a register of fines and the register of deduction for damage or loss in the forms appended to these regulations which should be kept at the place of work.

#### **11. REGISTER OF ACCOUNTS :**

The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars.

- (a) Full particulars of the laborers who met the accident
- (b) Rates of wages
- © Sex
- (d) Age
- (e) Nature of accident and cause of accident
- (f) Time and date of accident
- (g) Date and time when admitted in hospital
- (h) Date of discharge from the hospital
- (i) Period of treatment and result of treatment
- (j) Percentage of loss earning capacity and disability
- (k) Claim required to be paid under Workmen Compensation Act
- (l) Date of payment of compensation
- (m) Amount paid with details of the person to whom the same was paid
- (n) Authority by whom the compensation was assessed
- (o) Remarks.

#### **12. PRESERVATION OF REGISTERS :**

The register of workmen and the register of Wage-cum-Muster Roll required to maintain under these regulations shall be preserved for 3 years after the date on which, the entry is made therein.

#### **13. ENFORCEMENT :**

The inspecting officer shall either on his own motion or on a complaint received by him carry out investigations and send a report to the Engineer-in-charge specifying the amounts representing worker's dues and amount of penalty to be imposed on contractor for breach of these regulations that have to be recovered from the contractor, indicating full details of the recoveries proposed and the reasons thereof. It shall be obligatory on the part of the Engineer-in-charge on receipt of such a report to deduct such amount from payment due to the contractor.

#### **14. DISPOSAL OF AMOUNTS RECOVERED FROM THE CONTRACTOR :**

The Engineer-in-charge shall arrange payment to workers concerned within FORTY FIVE days from receipt of a report from the inspecting officer except in cases where the contractor had made an appeal under regulations 16 of these regulations. In cases

where there is an appeal payment of workers dues would be arranged by the Engineer-in-charge wherever such payments arise, with THIRTY DAYS from the date of receipt of the decision of the Regional Labor Commissioner (RLC).

**15. WELFARE FUND :**

All moneys are that are recovered by the Engineer-in-charge by way of workers dues which would not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being know, death of a worker, etc., and also amounts recovered as penalty shall be credited to a fund to be kept under the custody of BHEL for such benefit and welfare of workmen employed by contractors.

**16. APPEAL AGAINST DECISION OF INSPECTING OFFICER :**

Any person aggrieved by a decision of the inspecting office may appeal against such decision to the RLC concerned within THIRTY DAYS from the date his appeal to the Engineer-in-charge. The decision of the RLC shall be final and binding upon the contractor and the workmen.

**17. REPRESENTATIVE OF PARTIES :**

- (i) A workmen shall be entitled to be represented in investigation of equity under these regulations by an officer of a registered trade union of which he is member or by an officer of a federation of trade unions to which the said trade union is affiliated or where the workmen is not a member of any registered trade union, by an officer of a registered trade union, connected with, or any other workmen employed in, the industry in which the worker is employed.
- (ii) A contractor shall be entitled to be represented in any investigation or enquiry under these regulations by an officer or an association of contractor of which he is a member or by an officer of a federation of associations of contractors to which the said association is affiliated or where the contractor is not a member of any association of contractors, by an officer of association of employers, connected with, or by any other employer engaged in the industry in which the contractor is engaged.
- (iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

**18. INSPECTION OF BOOKS AND OTHER DOCUMENTS :**

The contractor shall allow inspection of the registers and other documents prescribed under these regulations by inspecting officers and the Engineer-in-charge or his authorized at any time and by the worker or his agent on receipt of due notice at convenient time.

**19. INTERPRETATION ETC., :**

On any question as to the application, interpretation or effect of these regulations, the decision of the Chief Labor Commissioner or Deputy Chief Labor Commissioner (Central) shall be final and binding.

**20. AMENDMENTS :**

Central Government may, from time to time, and to or amend the Contractor's Labor Regulations and issue such directions as it may consider necessary for the proper implementation of the contractor's Labor Regulations or for the purpose of removing any difficulty which may arise in the administration thereof, based on which the BHEL Contractor's Labor Regulations herein contained shall be subject to revision.

## **B.H.E.L SAFETY CODE**

(See Condition 20)

1. Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for the carrying materials as well, suitable foot holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 (1/4 horizontal and 1 vertical)
2. Scaffolding or staging more than 3.25 meters above the ground or floor, suspended from an over head support, shall have a guard rail property attached, bolted, braces and otherwise secured at least meter high above the floor or platform of such scaffolding or staging and attending along the entire length of the outside and ends thereof with only such openings as may be necessary for delivery of materials. Such scaffolding or staging shall be so fastened as to prevail it from swaying the building or structure.
3. Working platform gangways and stairways shall be so constructed that they do not sag underlay or unequally and if height of a platform of gangway or stairway is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced, as described “2” above.
4. Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of person or materials by providing suitable fencing or falling with a minimum height of 1 meter.
5. Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length. Width between side rails in a rung ladder shall in no case be less than 30 CMs for ladder up to and including 3 meters in length. For longer ladders this width shall be increased by at least 15 mm for each additional 30 CMs of length. Uniform step spacing shall not exceed 30 CMs.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to action or other proceedings at law and that may be brought any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

6. **Excavation and trenching :** All trenches, 1.51 meters or more in depth, shall at all times, be supplied with at least one ladder for each meters length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 meter above surface of the ground. Sides of a trench 1.5 meters or more in depth shall be stepped back to give suitable slope or securely held by timbers bracing, so as to avoid the danger of slides collapsing. Excavated which ever is more, cutting shall be done from top to bottom. Under no circumstances shall under mining or under cutting be done.

7. **Demolition** : Before any demolition work is commenced and also during the process of the work;
- (a) All roads and open areas adjacent to the work site shall either be closed or suitably protected;
  - (b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by operator shall remain electrically charged;
  - © All electrical steps shall be taken to prevent danger to persons employed, from risk of fire or explosion or flooding. No floor, roof or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-charge shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- (a) Workers employed on making asphalted materials cement and lime mortars/ concrete shall be provided with protective footwear and protective goggles.
  - (b) Those engaged in handling any material which is injurious to the eye shall be provided with protective goggles.
  - © Those engaged in welding works shall be provided with welder's protective eye shields.
  - (d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - (e) When workers are employed in sewers and man-holes which are in use, the contractor shall ensure that manholes are opened and manholes are ventilated at least for an hour before workers are allowed to get in to them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
  - (f) The contractor shall not employ below the age of 18 and women on the work of painting with products containing lead in any form whenever men above the age of 18 are employed on the work of lead painting, the following precautions shall be taken.
    - (i) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
    - (ii) Suitable face masks shall be supplied for use by workmen when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
    - (iii) Overalls shall be supplied by the contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and in cessation of work.
  - (g) Safety helmets and electric shock proof and gum boots shall be provided for all the contractor's men by the contractor.

9. When work is done near any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
10. Use of hoisting machine and tackles including their attachments, anchorage and supports shall conform to the following :
  - (a) (i) These shall be good mechanical construction, sound material and adequate strength and free from defects and shall be kept in good repair and in good working order.
  - (ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from defects.
  - (b) Every crane driver or hoisting appliances operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffold winch or give signals to operator.
  - © In case of every hoisting machine and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall have the safe working load plainly marked there on.

In case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - (d) In case of departmental machine, safe working load shall be notified by the Engineer-in-charge. As regards contractor's machines, the contractor shall notify safe working load of each machine to the Engineer-in-charge whenever he brings it to site of work and get it verified by the Engineer-in-charge.
11. Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load. Adequate precautions shall be taken to reduce to the minimum risk or any part of a suspended load has become accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, working apparel such as gloves, sleeves and boots as may be, rings, watches, carry keys or other materials which are good conductors of electricity. Safety helmets and shock proof shoes, gum boots etc., shall be provided to his workmen by the contractor.

This is a must.
12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and in no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near the places of work.

13. These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the safety code shall be named there on by the contractor.
14. To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the contractor shall be open to inspection by the Engineer-in-charge or his representatives and the inspecting officers as defined in the Contractor's Labor Regulations.
15. Notwithstanding the above conditions 1 to 14, the contractor is not exempted from the operation of any other Act/ Rule in force.

**AMENDMENTS TO B.H.E.L CONTRACTOR LABOUR  
REGULATIONS  
TERMS AND CODITIONS**

( Legal Provisions )

- The Contractor shall observe the provisions of the minimum Wages Act and shall pay the Wages Act and shall pay the wages to the contract labor which is not less than the wages fixed under the minimum wages act.
  - The contractor shall observe the provisions of the Factories Act 1948 and also the provisions of the contract labor (regulations and abolition) Act 1970.
  - The contractor shall obtain an independent code number under the ESIC and insure the workmen engaged by him under the ESIC Act.
  - The Contractor who has under taken construction activity and engaging more than 10 workmen shall cover the activity under the PF Act 1952 and obtain an independent code number and pay the subscription and contribution towards such of the workmen engaged for construction activity.
  - Further the contractor shall indemnify the management of BHEL for and against all payment by way of compensation, fine, penalty etc., which the authority may call up on to pay under the provisions of different labor/ ESIC/PF etc., legislations.
  - The contractor is required to provide the canteen facility for the contract labor engaged for the contract work. If the contractor fails to do so, the principle employer will do the same and recover the amount.
1. The contractor shall comply with the provisions of the payments of wage Act 1936, minimum wage Act 1948, Employees Liability Act 1938, Workmen's Act 1923, Industrial Disputes Act 1947 maternity Benefit Act 1961 and Mines Act 1952 to any modifications to any modifications thereof or any other law relating thereto, and rules framed there-under from time to time.
  2. The contractor should get himself registered with the ESI Authorities as an independent Employer, obtain a separate code number and remit the dues in respect of the labor employed by him or the work and produce the challans / receipts of remittance of the ESI contributions due under the ESI Act to our Department.
  3. The contractor shall comply with the provisions of the employees' Provident and Miscellaneous Provisions Act 1952 and rules, regulations and other orders issued there under. He, as an employer shall be liable to pay employer's contribution and the employees contribution/ deductions towards PF under the PF Act in respect of all labor employed by him for the execution of the contract in accordance with the provision of the employer's provident funds and miscellaneous provisions Act, 1960 as amended from time to time. For this purpose, he shall indicate the code number obtained from the Regional Provident Fund Commissioner and produce the Photostat copy of the challan receipt of monthly remittance of the contribution made by him to the commissioner. Final payments due to him will be release only on production of a "No due certificate" from the regional provident fund commissioner. He shall also furnish such return as are due, under the Act, to be sent to the appropriate authorities through the **principal employer**.
  4. The contractor shall indemnify BHEL against any payments made/ to be made by BHEL under and for due observance of the various labor legislations, including

payment of contributions (both employees and employer's) and other amounts due as principal employer, rules and regulations framed there under. The contractor shall further indemnify BHEL against all payments by way of compensation fine penalty damages etc., under the various labor laws, which the competent authorities under these laws may require BHEL to pay under the provision of the laws in respect of the contract labor engaged for the work.

**PROFORMA**

- a) Name of the department :
- b) Authority who is awarding the contract :
- c) Name of the contractor :
- d) Number of people engaged :
- e) Nature of contracts :
- f) Duration of the contract :

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(To be issued in appropriately valid non-judicial stamp paper)

This Deed of Guarantees made this ..... day of 200 ..... by ..... Bank Ltd, in favor of BHARAT HEAVY ELECTRICALS LTD, INDUSTRIAL SYSTEMS GROUP, I.I.S. POST, PROFESSOR C.N.R. RAO CIRCLE, BANGALORE 560 012. having its Registered Office at New Delhi.

Whereas M/s .....(here in after called the tenderer) have submitted a tender ..... In response to Tender Specification No. .... (here in after called the said tender documents) of M/s BHARAT HEAVY ELECTRICALS LTD, INDUSTRIAL SYSTEMS GROUP, I.I.S. POST, PROFESSOR C.N.R. RAO CIRCLE, BANGALORE 560 012, having its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI –m 110 049 (hereinafter called the Company).

And where as the said tender documents provided that the tenderer shall pay a sum of Rs. ... (Rupees ..... ) towards Earnest Money Deposit (EMD) to be made in the form and manner there in specified.

And where as the tenderer ..... have approached ..... Bank and at their request and in consideration of the arrangement arrived at between the said tenderer and the said Bank, the said Bank has agreed to give such guarantee as hereinafter mentioned to the aforesaid company.

Now, therefore, these presents witness that we ..... Bank by the hand of Shri .... Its lawfully and duly constituted attorney do hereby undertake to pay the aforesaid company a sum of Rs. ... (Rupees ..... ) by virtue of this Guarantee against any loss or damage caused to or suffered by the said company by reason of any breach by the aforesaid tenderer of any of the terms, conditions, stipulations, undertakings or any one of them contained in the said tender documents and for the payment of any money or moneys payable by the said tenderer to the said company under the terms and conditions of the tender documents (the decision regarding the breach, loss, damage or payment due being solely in discretion of the said company). We further under take to pay the aforesaid amount in a lump-sum on demand irrespective of the fact whether the said tenderer admits or denies such claim or questions its correctness in any Court. Tribunal or Arbitration proceedings or before any authority.

The aforesaid guarantee will remain in force and we shall be liable under the same, irrespective of any concession for the time being granted by the said company to the tenderer in or for fulfilling conditions of the tender documents and the guarantee will remain in full force irrespective of any change of terms, conditions or stipulations or any variation in the terms of the said tender documents irrespective of whether notice of such change and/ or variation is given to us or not and claim to receive such notice of any change and/ or variation of the terms and/ or conditions of the said tender documents is hereby specifically waived by us. Further we shall not be released from this guarantee by any forbearance of the exercise of non exercise of any powers or rights under the said tender documents by the said company against the tenderer irrespective of whether notice of such forbearance, enforcement or non-enforcement of any power or rights, modifications or changes made in the said tender documents or concessions shown to the tenderer by the company is given to use or not.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency or change in the constitution of the tenderer but shall in all respects and for all purposes be binding and operative until all payments of all moneys due for that may hereafter become due to the said company in respect of any liability or obligation of the tenderer under the said tender document.

We the said Bank further agree that the guarantee hereinafter contained shall remain in full force and effect during the period that would be taken for the finalization of tender and execution of agreement therefore and that it shall continue to be enforceable till the required security deposit is deposited by the successful tenderer, as stipulation in the said tender documents or till the company certifies that the terms and conditions of the said tender documents have been fully and properly carried out by the said tender and accordingly discharges the guarantee subject however, to the company shall have no rights under this guarantee after the expiry of 180 days from the date of its execution.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts at Bangalore only.

And lastly, the ..... Bank undertakes not to revoke this guarantee during its currency except with the previous consent of the company in writing.

The Bank hereby declares that it has power to issue this guarantee under the Bank's Memorandum and Articles of Association and the undersigned has full power to do so on its behalf under the Power of Attorney dated ..... granted to him by the proper Authorities of the Bank dated ..... The day of ..... Bank by its constituted attorney (signature of the person duly authorized to sign on behalf of the Bank)

- NOTE :
1. To be countersigned by the State Bank of India or Reserve Bank of India if it is executed by other Scheduled Banks.
  2. No deviation from the above can be accepted.

**FORM OF EMPLOYMENT CARD**  
(Regulation 8)

**31 A**

- (i) Name and sex of the worker .....
- (ii) Father's/ Husband's Name .....
- (iii) Address .....
- (iv) Age and Date of birth .....
- (v) Identification .....

Particulars of next of Kin (wife/ husband and children, if any, or of dependent next of Kin in case of the worker has no wife/ husband or child) :  
Name ..... (Full addresses of dependents specify, village, District & State) .....

Sl. No.	Name & Address of Employer (specify whether & contractor or a sub-contractor)	Particulars of location of work site & description of work done	Total period of which the worker is employed (from to)	Actual No.of days worked	Leave taken (No.of days should be specified)	Nature of work done by the worker	Wage rate with particulars unit in case of piece work	Total wage entered by the worker during the period shown under columns 5	Remarks	Signature of the Employee
1	2	3	4	5	6	7	8	9	10	11

**FORM OF REGISTER OF WORKMEN**  
(Regulation 7)

**31 B**

- i.) Name and address of the contractor .....
- ii) Number and date of the work order and contract agreement .....
- iii) Number and address of the department awarding the contract .....
- iv) Duration of the contract .....
- v) Nature of the contract and location of the work .....

Sl. No.	Name and Surname of the worker	Age & Sex	Father's/ Hsbands Name	Nature of employment	Permanent/ Home address of employees (Village District, Town	Present Address	Date of commencement of employment	Date of termination of leaving employment	Remarks	Signature/Thumb Impression of the Employee
1	2	3	4	5	6	7	8	9	10	11

FORM OF WAGE SLIP  
(Regulation 9)

**31 C**

(i)	Name of the contractor	
(ii)	Place	
1.	Name of the workers with Father's/ Husband's name	
2.	Nature of payment	
3.	Wage period	
4.	Rate of wages payable	
5.	Total attendance/ Unit of work done	
6.	Date of which over time worked	
7.	Over time wages	
8.	Gross wages payable	
9.	Total deduction (including nature Of deductions)	
10.	Net wages payable	

CONTRACTOR'S SIGNATURE/  
THUMB IMPRESSION

EMPLOYEES' S SIGNATURE  
THUMB IMPRESSION

**FORM OF REGISTER OF WAGES, CUM-MUSTER ROLL  
(Regulation 9)**

**31 D**

- (i) Name and address of the contractor .....
- (ii) Number and date of the contract agreement/ work order .....
- (iii) Name and address of the Dept. awarding the contract .....
- (iv) Nature of the contract and location of the work .....
- (v) Duration of the contract .....
- (vi) Wage period .....

Fair Wge payable,		Paid,		Wages overtime worked,				Deduction from wages															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
S e r i a l  N u m b e r	Name & Sur- name of the worker	Father's Husband's/ Name	S e x	Design- ation  Nature of work	Daily Atten- dance No .of units worked (1,2,3,4 5, 6,7,8... .31)	Total Atten- dance units	B a s i c	DA & other allow- ances	B a s i c	DA & other allow- ances	D a t e	No. of hours	Over Time wages earned	Total wages paid	F i n e	Dedu- ction  for  Dam- age  or  loss	House Rent	Re- covery  of  adva- nces	Other deduc- tions	Net wages payable	Date of pay- ment	Sign- ature  or  Thumb Impression  of the worker	R e m a r k s

\* Reasons to be recorded in column "24"

**FORM OF REGISTER OF DEDUCTION FOR DAMAGES OR LOSS CAUSED TO THE B.H.E.L BY THE  
OR DEFAULT OF THE EMPLOYED PERSONS**

( Regulations No. 10-vii )

**31 E**

Sl No	Name	Father's/ Husband's name	Sex	Department	Damage or loss caused with date	Whether worker showed cause against deduction if so, enter date	Date and amount of deduction imposed	Number of installment if any	Date on which total amount realized	Remarks
1	2	3	4	5	6	7	8	9	10	11

## FORM OF REGISTER OF FINES

( Regulations No. 10-vii)

**31 F**

Sl No	Name	Father's/ Husband's name	Sex	Department	Nature & date of the offence for which fine imposed	Whether workmen showed cause against fine or not, if so enter date	Rate of wage	Date and amount of fine imposed	Date on which total amount realized	Remarks
1	2	3	4	5	6	7	8	9	10	11